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AGREEMENT

This Agreement made and entered into as of the 14<sup>th</sup> day of September, 1959 by and between THE CALIFORNIA COMPANY, a California corporation, P. O. Box 780, Denver, Colorado, and GERTRUDE L. KING, Route 1, Box 64, Pierce, Colorado,

WITNESSETH:

1. The undersigned for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid and of the agreements herein contained, hereby grants, demises, leases and lets exclusively unto The California Company, P. O. Box 780, Denver, Colorado, the land hereinafter described for the purpose of drilling, operating and maintaining a well or wells thereon for the injecting of salt water and its products and similar substances into the formations underlying the leased premises at a depth greater than 5000' below the surface of said land, including the right to lay pipelines, to build roads, to construct tanks, pumps and power stations, power and communication lines, and other facilities, devices and equipment of whatsoever character in, on, under and upon said premises that Lessee may require or deem necessary, useful or desirable in order to use said premises for the disposal of salt water and its products. The said land is situated in the County of Weld, State of Colorado and is described as follows:

Township 8 North, Range 66 West, 6th P.M.  
Section 22: W<sub>4</sub>

2. Subject to the other provisions herein contained, this agreement shall remain in force for a period of ten (10) years from the date hereof unless sooner terminated in accordance with the terms hereof; provided however, The California Company shall have the right and option to renew this agreement for an additional period of ten (10) years on the same terms, provisions and rental as herein contained. The California Company shall give written notice to Gertrude L. King on or before the expiration of the said ten (10) year period of its intention to exercise such renewal option for an additional ten (10) year period. The California Company shall have the right and option to similarly renew this agreement for additional successive terms of ten (10) years by giving such written



notice to Gertrude L. King on or before the expiration of the then current ten year term. For the purpose of such notice, letter deposited in the United States mail, properly stamped and addressed to Gertrude L. King at the last post office address known to The California Company shall be sufficient.

3. This Agreement shall terminate one year from this date as to both parties unless The California Company on or before the expiration of said period shall pay or tender to Gertrude L. King or to Gertrude L. King's credit in the First National Bank at Greeley, Colorado or any successor, the sum of Three-hundred sixty and no/100 Dollars (\$360.00) which shall extend for one year the time within which this agreement is maintained in force. Thereafter, annually in like manner and upon like payments or tenders, this agreement may be maintained in force for successive periods of one year.

4. At any time within three months after the termination of this agreement or at any time during the continuance thereof, The California Company shall have the right, but shall not be obligated, to remove any and all buildings, structures, derricks, pipes, improvements, materials and equipment of whatsoever nature that may be placed on, in, under or upon said premises by it, all of which shall belong to and remain the property of The California Company and shall in no event be considered or construed as fixtures upon the premises.

5. The California Company shall have the right and privilege of relinquishing its rights under this agreement and the premises described above at any time during the term hereof by giving written notice to Gertrude L. King of its intention so to do and of the date said termination is to be effective. The California Company shall have the right of removal provided in paragraph 4 hereof after such termination, but no part of the payment hereinabove specified shall be returned by Gertrude L. King to The California Company. Gertrude L. King shall be regarded as in possession and control of said premises and responsible to all persons with respect thereto as between Gertrude L. King and The California Company from the date of such relinquishment. In the event this agreement is recorded in County records, The California Company agrees to file a surrender and release upon termination of this agreement.

6. The California Company shall pay for damages caused by The California Company's operations to growing crops, buildings, irrigation ditches, feed lots and fences. The California Company will bury pipelines, below ordinary plow depth when crossing cultivated lands.



7. This agreement is executed by Gertrude L. King subject to The California Company's agreement that it will hold the said Gertrude L. King harmless from claims of third parties resulting from The California Company's operations on said land.

8. It is expressly understood that this agreement is intended to cover the use by The California Company of the Gertrude L. King #2 well in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 22, Township 8 North, Range 66 West, 6th P.M. as an injection well and if The California Company drills or makes use of another well on said land as an injection well the annual payments called for in Paragraph 3 above shall be increased by \$360.00 for each such additional well drilled or used as an injection well.

9. All of the provisions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Gertrude L. King and The California Company.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Gertrude L. King  
GERTRUDE L. KING

STATE OF COLORADO )  
COUNTY OF Weld ) ss:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September, 1959, by GERTRUDE L. KING.

Witness my hand and official seal.

Frederick A. Cochran  
Notary Public

My Commission Expires:  
February 6, 1963

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